

RECORDATION NO. 9290-18 Filed 1425

AUG 10 1981 - 10 05 AM

**ITEL**

INTERSTATE COMMERCE COMMISSION  
**Rail Division**

Two Embarcadero Center  
San Francisco, California 94111  
(415) 955-9090  
Telex 34234

1-222A022

No.  
Date **AUG 10 1981**  
Fee \$ **10.00**

ICC Washington, D. C.

June 11, 1981

Ms. Agatha Mergenovich, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of ITEL, for filing and recordation under the Equipment Trust Agreement dated as of January 1, 1978 between First Security Bank of Utah, N.A., as Trustee, and ITEL Corporation, Rail Division (the "Agreement"), which was filed on March 21, 1978 at 9:40 A.M. and given recordation number 9290, three counterparts of the following document:

Supplement No. 2 dated as of April 22, 1981 (the "Supplement") to the Agreement.

The names and addresses of the parties to the aforementioned Supplement are:

1. ITEL Corporation, Rail Division  
Two Embarcadero Center  
San Francisco, CA 94111
2. First Security Bank of Utah, N.A.  
Corporate Trust Department  
79 South Main Street  
Salt Lake City, Utah 84111

The Equipment covered by the Supplement is forty nine (49) 70 ton Boxcars (A.A.R. mechanical designation XM; 50'6" in length) bearing the reporting marks GBW 8000 through and including GBW 8048.

*Ms. Lee -  
this is  
under  
9290  
but I  
don't know  
the next  
letter.*

*Counterparts -  
GERARD JOHNSON*

Ms. Agatha Mergenovich  
June 11, 1981  
Page Two

Also enclosed is a check for \$10.00 for the required recordation fee.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining two (2) counterparts be delivered to the bearer of this letter.

Sincerely,



Patricia Salas Pineda  
Counsel

PSP:sc  
Enclosures

cc: Michael Walsh, Esq.  
Weil, Gotshal & Manges  
767 Fifth Avenue  
New York, New York 10020

Robert S. Clark, Esq.  
First Security Bank of Utah, N.A.  
79 South Main Street  
Salt Lake City, Utah 84111

Margaret Mackenzie  
Itel Corporation

9290

AUG 20 1981-10 05 AM

L-0184  
6/10/81

INTERSTATE COMMERCE COMMISSION

**SUPPLEMENT NO. 2 TO EQUIPMENT TRUST AGREEMENT  
DATED AS OF JANUARY 1, 1978**

SUPPLEMENT NO. 2 dated as of April 22, 1981 to Equipment Trust Agreement dated as of January 1, 1978 (such Equipment Trust Agreement, together with any amendments or supplements thereto, being hereinafter called the "Equipment Trust Agreement"), between FIRST SECURITY BANK OF UTAH, N.A. as trustee (hereinafter called the "Trustee"), and ITEL CORPORATION, a Delaware corporation (hereinafter called "Itel").

WHEREAS, the parties hereto are parties to that certain Equipment Trust Agreement which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 on March 21, 1978, and given recordation number 9290; and

WHEREAS, the Equipment Trust Agreement was amended by Amendment No. 1 which was filed on July 15, 1980 and given recordation number 9290-A; and

WHEREAS, Itel and the Providence and Worcester Company (hereinafter called "P&W") entered into a lease of Equipment (here and hereinafter as defined in the Equipment Trust Agreement) dated as of January 14, 1977, (hereinafter called the "P&W Lease"), pursuant to which Itel leased to P&W 150 of the units of Trust Equipment (here and hereinafter as defined in the Equipment Trust Agreement), bearing reporting marks PW 404 through and including PW 553; and

WHEREAS, the P&W Lease may also cover the leasing to P&W of other equipment not included as part of the Trust Equipment; and

WHEREAS, subsequent to December 12, 1977, one of the aforesaid units of Trust Equipment, which bore the reporting mark PW 485, was destroyed, leaving one hundred forty-nine (149) units of Trust Equipment; and

WHEREAS, the P&W Lease has been terminated with respect to the above-referenced Trust Equipment by a document entitled Amendment No. 3 to the Lease Agreement, dated as of December 18, 1979; and

WHEREAS, Itel and Alabama State Docks Department, an agency of the State of Alabama, doing business as Terminal Railway, Alabama State Docks ("TASD"), entered into a lease (the "TASD Lease") dated as of April 4, 1977 pursuant to which Itel leased to TASD one hundred (100) of the above-referenced units of Trust Equipment, formerly leased by Itel to P&W; and

WHEREAS, the Equipment Trust Agreement was supplemented by Supplement No. 1 to reflect the TASD Lease and said Supplement No. 1 was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 on August 19, 1980 and given recordation number 9290-B; and

WHEREAS, Itel and Green Bay and Western Railroad Company (hereinafter called "Lessee") have entered into a lease, dated as of April 22, 1981 (such lease, together with any amendments or supplements thereto, being hereinafter called the "Lease") pursuant to which Itel leased to the Lessee the remaining forty-nine (49) units of the above-referenced Trust Equipment, formerly leased by Itel to P&W; and

WHEREAS, pursuant to the Lease, Itel has undertaken to remark the remaining forty-nine (49) units of Trust Equipment with the reporting marks set forth on Annex I attached hereto; and

WHEREAS, Sections 4.07 and 6.03 of the Equipment Trust Agreement require Itel to file with the Interstate Commerce Commission a statement of reporting marks of Trust Equipment substituted through remarking of the Trust Equipment for any previous reporting marks of Trust Equipment.

NOW, THEREFORE, in consideration of the initial covenants and promises herein contained, the parties hereto hereby agree as follows:

SECTION 1. Schedule A of the Equipment Trust Agreement, as supplemented by Supplement No. 1 and amended by Amendment No. 1, is further amended to add thereto forty-nine (49) units of Trust Equipment, bearing the GBW reporting marks set forth on Annex I, attached hereto, to reflect thereby that the forty-nine units of Trust Equipment which bore the PW reporting marks set forth on Annex I were remarked to the GBW reporting marks set forth on Annex I.

SECTION 2. Except as hereinabove specifically set forth, the Equipment Trust Agreement shall remain in full force and effect as when executed.

SECTION 3. The provisions of this Supplement No. 2, and all rights and obligations of the parties hereunder, shall be governed by the laws of the State of Utah.

FIRST SECURITY BANK OF UTAH,  
National Association

By:   
~~Trust Officer~~  
Asst.

ITEL CORPORATION

By:   
President, Rail Division

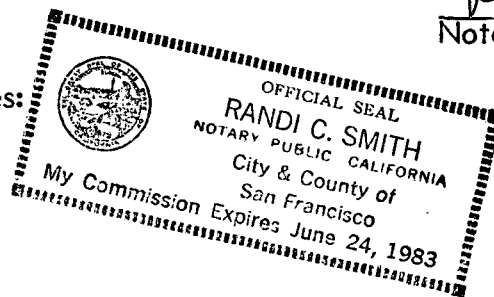
STATE OF CALIFORNIA )  
COUNTY OF SAN FRANCISCO )

SS:

On this 15 day of June, 1981, before me personally appeared Edward M. O'Dea, to me personally known, who, being by me duly sworn, says that he is President of Itel Corporation, Rail Division, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its By-laws and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Randi C. Smith  
Notary Public

My Commission Expires:



STATE OF UTAH )  
COUNTY OF SALT LAKE )

SS:

On this 18<sup>th</sup> day of June, 1981, before me personally appeared JOHN R. SAGER Asst., to me personally known, who, being by me duly sworn, says that he is a Senior Trust Officer of First Security Bank of Utah, National Association, a national banking association, that one of the seals affixed to the foregoing instrument is the seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Fredrick B. Zickler  
Notary Public

My Commission Expires:

November 20, 1983

ANNEX I

| <u>Units of<br/>Trust Equipment</u> | <u>Previous PW<br/>Road Numbers</u> | <u>Current GBW<br/>Road Numbers</u> | <u>Trust Equipment<br/>Description</u>   |
|-------------------------------------|-------------------------------------|-------------------------------------|--|
| 49                                  | PW 414                              | GBW 8000                            | 70-Ton, 50'6" boxcars<br>with 10" end-of-car<br>cushioning. AAR<br>Mechanical Designation<br>XM. |
|                                     | 423                                 | 8001                                |  |
|                                     | 427                                 | 8002                                |  |
|                                     | 431                                 | 8003                                |  |
|                                     | 442                                 | 8004                                |  |
|                                     | 448                                 | 8005                                |  |
|                                     | 451                                 | 8006                                |  |
|                                     | 453                                 | 8007                                |  |
|                                     | 464                                 | 8008                                |  |
|                                     | 471                                 | 8009                                |  |
|                                     | 488                                 | 8010                                |  |
|                                     | 499                                 | 8011                                |  |
|                                     | 502                                 | 8012                                |  |
|                                     | 503                                 | 8013                                |  |
|                                     | 504                                 | 8014                                |  |
|                                     | 505                                 | 8015                                |  |
|                                     | 507                                 | 8016                                |  |
|                                     | 508                                 | 8017                                |  |
|                                     | 509                                 | 8018                                |  |
|                                     | 511                                 | 8019                                |  |
|                                     | 512                                 | 8020                                |  |
|                                     | 513                                 | 8021                                |  |
|                                     | 514                                 | 8022                                |  |
|                                     | 515                                 | 8023                                |  |
|                                     | 517                                 | 8024                                |  |
|                                     | 518                                 | 8025                                |  |
|                                     | 519                                 | 8026                                |  |
|                                     | 520                                 | 8027                                |  |
|                                     | 521                                 | 8028                                |  |
|                                     | 523                                 | 8029                                |  |
|                                     | 525                                 | 8030                                |  |
|                                     | 526                                 | 8031                                |  |
|                                     | 527                                 | 8032                                |  |
|                                     | 529                                 | 8033                                |  |
|                                     | 530                                 | 8034                                |  |
|                                     | 531                                 | 8035                                |  |
|                                     | 532                                 | 8036                                |  |
|                                     | 533                                 | 8037                                |  |
|                                     | 534                                 | 8038                                |  |
|                                     | 535                                 | 8039                                |  |
|                                     | 536                                 | 8040                                |  |
|                                     | 538                                 | 8041                                |  |
|                                     | 539                                 | 8042                                |  |
|                                     | 540                                 | 8043                                |  |
|                                     | 543                                 | 8044                                |  |
|                                     | 548                                 | 8045                                |  |
|                                     | 549                                 | 8046                                |  |
|                                     | 550                                 | 8047                                |  |
|                                     | 552                                 | 8048                                |  |